



August 12, 2016

To Whom It May Concern:

The City of Sumter is soliciting bids for the items listed below. Please list the cost of each item separately. Delivery charges and taxes will also be listed separately. All bids **MUST** be received by Tony Butts on or before 2:00 PM on August 23, 2016 in the City of Sumter Opera House. Bids may be mailed, hand delivered, e-mailed or faxed. Our Fax number is (803) 436-2615.

Quantity **Size/Description/Specs/Details**

- PLEASE SEE ATTACHMENTS (PGS. 7 & 8) FOR QUANTITIES, SPECIFICATIONS AND DETAILS.
- THIS BID WILL BE AWARDED BY UNIT PRICE. PURCHASES WILL BE MADE ANY TIME DURING THE PERIOD STATED AND MINIMUM QUANTITIES ARE NOT GUARANTEED.
- ALL ITEMS WILL BE PRICED F.O.B. – SUMTER, SC AND ALL BIDDERS MUST BE ABLE TO DELIVER ON AN AS NEEDED BASIS.
- PLEASE COMPLETE AND RETURN PAGES 2, 7, and 8.

The Purchasing Department is located on the 3rd floor in the Opera House at 21 N. Main Street in Sumter, South Carolina 29150.

Anyone wishing to mail bids should address as follows:

City of Sumter Purchasing Department
P.O. Box 1449
Sumter, SC 29151
Attn: Purchasing Department
BID: AITB #9-16/17 Pine Straw - Slash & Long Leaf (PRICES VALID FROM 8-24-16 to 8-23-17)

Please direct questions concerning specifications/items to Art Hill at 803-436-2558 email: ahill@sumter-sc.com, or Brock McDaniel at 803-774-3971 email: bmcdaniel@sumter-sc.com. If you have questions concerning the bid process, call Tony Butts at 803-774-5197. The City reserves the right to reject any or all bids and to waive any technicalities in the best interest of the City.

Sincerely,

Anthony J. Butts, Jr. (Tony)
Purchasing Specialist
E-mail: tbutts@sumter-sc.com



CITY OF SUMTER BID FORM

City of Sumter, South Carolina, a Body Politic and Corporate and Political Subdivision of the State of SC

ANNUAL INVITATION TO BID: AITB #9-16/17

NAME OF BID: Pine Straw-Slash & Long Leaf (PRICES VALID FROM 8-24-16 TO 8-23-17).

BID MUST BE RECEIVED BY: Tuesday August 23, 2016 at 2:00 pm at below address.

MAIL TO: City of Sumter
City Hall, 3rd Floor Purchasing
21 N. Main Street
Sumter, SC 29150

HAND CARRY TO: Sumter City Hall (Opera House)
3rd Floor Purchasing Office
Attention: Tony Butts
21 N. Main Street
Sumter, SC 29150

FAX TO: (803) 436-2615

EMAIL TO: tbutts@sumter-sc.com or abailey@sumter-sc.com

<u>Quantity</u>	<u>Size/Description</u>	<u>Details</u>
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- PLEASE SEE ATTACHMENT (PG. 7 & 8) FOR QUANTITIES, SPECIFICATIONS AND DETAILS.
- THIS BID WILL BE AWARDED BY UNIT PRICE. PURCHASES WILL BE MADE ANY TIME DURING THE PERIOD STATED ABOVE AND MINIMUM QUANTITIES ARE NOT GUARANTEED.
- ALL ITEMS WILL BE PRICED F.O.B. – SUMTER, SC AND ALL BIDDERS MUST BE ABLE TO DELIVER ON AN AS NEEDED BASIS. PLEASE INCLUDE STOCK/ITEM/PART NUMBER.
- PLEASE COMPLETE AND RETURN PAGES 2, 7, AND 8.

Delivery To: City of Sumter Public Works (Gardens Dept)
303 E. Liberty Street
Sumter, SC 29150

VENDOR NAME: _____

ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ **FAX NO:** _____

FEDERAL ID (TAX ID) NO: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

AUTHORIZED SIGNATURE (PRINTED): _____ **DATE** _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and verify that I am authorized to sign this bid for the offerer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with your Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part. The undersigned, as Bidder, hereby declares that he has read, understands, and accepts the Vendor Agreements which are part of the bid documents.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal(s) is, or are, named herein and that no other person has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with City of Sumter, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule.

Names of equipment and material suppliers, proposed subcontractors and other information that maybe requested herein must be shown. My failure to do so may result in the rejection of this Bid.

The amounts listed on the Bid Schedule section of this Bid Form include all permits, labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, permits, and other costs both indirect and direct, etc., to complete the Project. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

In compliance with the bid documents and subject to all conditions of the bid vendor agreements, the above signed offers and agrees unconditionally to furnish any/all item(s) quoted at the price as set forth in the bid response price page within three (3) business days after receipt of contract/order, delivered as required with all transportation costs satisfied in the bid price and prepaid by the successful vendor.

VENDOR AGREEMENTS – INFORMAL BIDS

City of Sumter reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. City of Sumter reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

Each responder, by submitting a bid to the City of Sumter a result of this Invitation-to-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined herein and all terms, conditions and requirements of the applicable City of Sumter Bid documents. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City of Sumter, the offer of the firm in question will be void and City of Sumter will procure the goods/services in question from other eligible vendors.

Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Sumter reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Sumter or its agents for its determination in this regard.

At the time of the opening of bids, each responder will be presumed to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this Invitation-to-Bid.

Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Purchasing Manager will make a determination as to the city's interpretation of the vendor's offer. If, after informing the vendor of the city's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID. City of Sumter reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, the City reserves the right to make awards deemed to be in the best interest of the City and to negotiate further the offer determined by the City to be in the best interest of the City. Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items. The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Sumter reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Sumter or its agents for its determination in this regard. Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or non compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State. The

RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

LAW AND REGULATIONS: The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

OBLIGATION OF RESPONDER:

The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City, and shall have no power or authority to bind or obligate the City in any manner, except the City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, State or Federal governments' benefits, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract. The Responder will carry liability insurance relative to any service that he performs for the City. A certificate of insurance must be submitted to the purchasing office prior to services performed, with the requested coverage and limits per the City, with City of Sumter listed as additional insured.

Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors of their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. City of Sumter must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the City of Sumter Purchasing offices prior to start of work.

For construction contracts, all items delivered to or drop shipped to the City of Sumter site remain the sole responsibility of the Bidder until fully installed and attached to the City of Sumter which is the subject of this bid; Bidder is solely responsible for maintaining insurance on and replacing said items in the event of theft, damage, or other loss.

Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response were based on incomplete information as to the nature and character of the sites and of the work involved.

The responder shall indemnify, defend and hold harmless City of Sumter, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Responder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Responder, its subcontractors, suppliers, agents, or employees.

The successful responder shall indemnify and hold harmless the City of Sumter, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.

Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or non compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all responders agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

City of Sumter may terminate this agreement with or without cause at anytime. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.

S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

ATTACHMENT

Slash Pine Straw Bid Form

The City of Sumter is requesting quotes for Slash Pine Straw. Pine straw shall be baled, clean and free of debris. The vendor will be responsible for providing on site storage of the pine straw in the form of a tractor trailer. Each trailer's capacity shall range from 1,100 - 1,400 bales and the city is estimating a total of *10 trailers. All associated fees such as trailer drop, fuel charges etc...must be included in the bid form.

<u>*QTY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
TRUCKLOAD		Slash Pine Straw (*Truckload Qty 1100-1400 bales)	(PER BALE)
1	EA	Drop Trailer Fee	
1	EA	Fuel Charge	
1	EA	Trailer Rental Fee	
		TOTAL	

* QUANTITIES SUBJECT TO CHANGE.

The City estimates ordering 10 truckloads (approx. 14,000 bales) over the next 12 months but this is NOT a guaranteed minimum number of truckloads. Half of the truckloads **will be required** to be delivered during the months of **April and May 2017**. The City will order in full truckload quantities. Separate PO's will be issued for each order placed. Pricing must be good for all orders between August 24, 2016 and August 23, 2017. All orders are subject to SC sales tax of 8%.

ALL empty trailers MUST be picked up prior to August 23, 2017.

ATTACHMENT

Long Leaf Pine Straw Bid Form

The City of Sumter is requesting quotes for Long Leaf Pine Straw. Pine straw shall be baled, clean and free of debris. The vendor will be responsible for providing on site storage of the pine straw in the form of a tractor trailer. Each trailer's capacity shall range from 1,100 - 1,400 bales and the city is estimating a total of *10 trailers. All associated fees such as trailer drop, fuel charges etc...must be included in the bid form.

<u>*QTY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
TRUCKLOAD		Long Leaf Pine Straw (*Truckload Qty 1100-1400 bales)	(PER BALE)
1	EA	Drop Trailer Fee	
1	EA	Fuel Charge	
1	EA	Trailer Rental Fee	
		TOTAL	

* QUANTITIES SUBJECT TO CHANGE.

The City estimates ordering 10 truckloads (approx. 14,000 bales) over the next 12 months but this is NOT a guaranteed minimum number of truckloads. Half of the truckloads **will be required** to be delivered during the months of **April and May 2017**. The City will order in full truckload quantities. Separate PO's will be issued for each order placed. Pricing must be good for all orders between August 24, 2016 and August 23, 2017. All orders are subject to SC sales tax of 8%.

ALL empty trailers MUST be picked up prior to August 23, 2017.